

ATTACHMENT C
SITE ACCESS AGREEMENT



**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
400 North Forsythe Street, Franklin, IN 46131**

This Site Access Agreement ("Agreement") is made by and between **400 Forsythe LLC** ("Owner"), the **Amphenol Corporation** ("Respondent"), and **IWM Consulting Group, LLC** ("Consultant") regarding the ~~Owner's~~ property (State Parcel No. 41-08-13-023-094.000-009) located at 400 North Forsythe Street, Franklin, IN ~~(the "Site")~~. The **Respondent** requests permission for the **Consultant** to enter the Site for the exclusive purposes of conducting environmental investigation or monitoring activities related to a historical release originating from the Former Amphenol Facility property located at 980 Hurricane Road, Franklin, Indiana.

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1. **Owner** hereby grants permission to the ~~Consultant and Consultant's~~ agents or assigns, including, but not limited to, ~~Consultant or other Consultant's~~ authorized environmental contractors, United States Environmental Protection Agency ("USEPA") employees, or other designees authorized by the **Respondent** and/or **Consultant** (collectively, "Authorized Parties"), to enter upon the Site to perform investigation or monitoring activities at the Site. This permission is effective immediately upon the execution of this Agreement by **Owner**, **Respondent**, and the **Consultant**.

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2. The permission granted by **Owner** under this Agreement is ~~contemplated to be used for~~ limited to the following activities that may be performed by Authorized Parties:

- a. ~~Having access~~ Access to the area between the eastern perimeter of the Site building and North Forsythe Street;
- b. Investigation and monitoring of soil and groundwater, ~~including, but not limited to, the consisting of~~ installation of soil borings, and temporary groundwater monitoring wells, ~~on the eastern portion of the use of geophysical equipment, the use of drilling equipment for collection of Site to obtain discrete soil and sediment groundwater samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of -~~. Upon completion of the soil and groundwater, ~~soil, sampling activities, the temporary wells will be permanently abandoned and will be backfilled with bentonite and capped at the surface water, sediments, soil vapor or other with like material deemed appropriate (i.e. soil, gravel, asphalt, or concrete). The temporary well installation and sampling activities will take approximately 1-2 weeks to complete, which includes boring and well installation, sampling, surveying, and abandonment activities. Additional assessment activities may be warranted based upon the results of the initial sampling activities, which may require the installation of additional soil borings or temporary monitoring wells. However, any additional assessment activities on the Site will be discussed and approved by the USEPA and the like Owner prior to implementation.~~
- c. Removal, treatment and/or disposal of investigation derived waste (IDW) generated during investigation or monitoring activities. Upon generation of the IDW, the

containerized IDW will be removed from the Site and transported back to the 980 Hurricane Road, Franklin, IN Indiana property.

- d. On-Site observation and oversight of environmental investigation and/or ~~remediation~~monitoring activities.
- e. Disclosure of environmental information as required by law.

3. Upon completion of the investigation and monitoring activities, ~~Authorized Parties~~ **Respondent and Consultant** will restore the property as near as practicable ~~Site~~, at their expense, to its substantially the same condition as it existed immediately prior to the commencement of such activities, including closing in accordance with applicable law any wells or ports installed by Authorized Parties and removing their equipment and any debris generated during investigation or monitoring activities.

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4. The granting of this permission by the **Owner** is not intended, nor should it be construed, as an admission of liability on the part of the **Owner** or the **Owner's** successors and assigns for any contamination discovered on the Site.

5. ~~Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.~~ Authorized Parties will provide **Owner** from time to time, and at least one (1) week in advance of accessing the Site, a written scope of work that will be performed during access and will provide **Owner** with advance notice of access. Such notice shall be provided to Joe Amato, Property Manager for **Owner**, and Curt DeVoe, Plews Shadley Racher & Braun LLP, on behalf of **Owner** by electronic mail at jamato@m-h-e.com and cdevoe@psrb.com. Authorized Parties will perform their activities on the Site at reasonable times of the day approved in advance by **Owner** and will take reasonable steps not to interfere with **Owner's** or **Owner's** tenants' activities at the Site. **Owner** will not unreasonably deny the Authorized Parties access to the Site for the purposes set forth in this Agreement.

6. Before performing the Work, **Consultant** will obtain or cause to be obtained, and will maintain or cause to be maintained in full force at all times during the term of this Agreement, all necessary permits, notifications, licenses, or certifications for itself and its agents and subcontractors.

7. In the exercise of their rights hereunder, Authorized Parties will observe any and all local, state, and federal safety, health, and environmental regulations which may be applicable. **Respondent and Consultant** will defend and indemnify **Owner** from and against all claims, damages, injuries, and/or liability caused by or arising from the activities of Authorized Parties or their employees, agents, or subcontractors on or around the Site, e.g., including but not limited to damages to **Owner's** Site caused by the activities. Authorized Parties shall enter upon the Site at their own risk. **Owner** does not assume any risk, liability, responsibility, or duty of care as to Authorized Parties' employees, agents, or subcontractors when on the Site, except that **Owner** will cooperate with Authorized Parties' reasonable health and safety protocols. These obligations shall survive the expiration or earlier termination of this Agreement.

8. **Respondent** and **Consultant** shall both carry commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, insuring all of its activities and conduct while exercising such right of access. Prior to entry onto the Site, both **Respondent** and **Consultant** will provide **Owner** with written evidence of same, with **Owner** being reflected as an additional insured.

9. Authorized Parties shall not contact any other tenant of the Site without **Owner's** prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (if **Owner** fails to respond to a request for **Owner's** consent within two business days following **Owner's** receipt of that request, **Owner's** consent shall be deemed to have been given); provided, however that it shall not be unreasonable for **Owner** to condition such consent upon the presence of **Owner** or a representative of **Owner** during any interview of or other contact with a tenant of the Site. Authorized Parties may make such request for consent to Joe Amato, Property Manager for **Owner**, and Curt DeVoe, Plews Shadley Racher & Braun LLP, on behalf of **Owner** by electronic mail at jamato@m-h-e.com and cdevoe@psrb.com. These obligations shall survive the expiration or earlier termination of this Agreement.

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6. Authorized Parties shall enter upon the Site at their own risk, and **Owner** shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of **Owner**, any lessee of the Site, or any employee or agent of the **Owner**.

7. The **Respondent** will supply to **Owner** all information derived from the environmental investigation conducted at the Site. The **Respondent** may use such information for any purpose at the **Respondent's** sole discretion. The **Consultant** will hold in confidence all such information except as instructed by the **Owner**, the **Respondent**, or **USEPA**, or as required by law.

8. In exercising its access privileges, **Owner** will make best efforts to ensure that **Owner's** tenants give Authorized Parties will take reasonable steps not to interfere with the **Owner's** operations on the Site access.

9. Authorized Parties will give notice to the **Owner** at least one (1) week in advance of the start of field activities on the Site or a shorter time period if the **Owner** agrees to allow access once notified by the **Consultant**.

10. **Owner** ensures that **Owner** and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

11. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

1213. This Agreement shall expire on December 31, 2019, unless previously terminated.

14. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, and any legal action based on or arising from this Agreement shall be brought in the courts of Marion County, Indiana.

15. This Agreement comprises the entire agreement between **Owner** and **Respondent** and **Consultant** with respect to the Work. It may be amended only by a written agreement executed by **Owner** and **Respondent** and **Consultant**.

16. Each party to this Agreement represents and warrants that the person executing the Agreement on its behalf is duly authorized and has the requisite power and authority to bind that party.

17. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

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Site Owner Name (printed/signed)

Witness

400 Forsythe, LLC ("Owner")

By: _____

Its: _____

Date: _____ Date: _____

Site Owner's: _____

Telephone Number: _____

Site Owner's Email Address: _____

Site Owner's Mailing Address (if other than Site address): _____

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**For the benefit of
Amphenol Corporation ("Respondent")**

By: _____

Its: _____

Date: _____

IWM Consulting Group, LLC ("Consultant")

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Consulting firm's signature _____ Date _____

By: _____

Its: _____

Date: _____